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Employer Name: **Valley Stream Central High School District**

Union: **Valley Stream Secondary School Administrators Association**

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6379_06302004

Valley Stream Central High School
Dist And Valley Stream Secondary
Sch Admin Assn

SD/ADI

AGREEMENT

between

VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

and

VALLEY STREAM SECONDARY
SCHOOL ADMINISTRATORS ASSOCIATION

July 1, 2001 - June 30, 2004

RECEIVED

DEC 08 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS AGREEMENT entered into this 8th day of October, 2002 by and between the Board of Education of Valley Stream Central High School District, Nassau County, New York (hereinafter termed the "Board") and the Valley Stream Secondary School Administrators' Association (hereinafter termed the "Association").

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Valley Stream Central High School District is their mutual aim; and

WHEREAS, the Board and the Association recognize and declare as their mutual aim that they shall strive to provide an atmosphere for proper educational growth and development of members of the faculty of Valley Stream Central High School District; and

WHEREAS, the Association affirms a policy of assisting and cooperating fully with the Board of Education of Valley Stream Central High School District in all matters pertaining to the educational pursuits of this Association; and

WHEREAS, the Association affirms a policy of assisting and cooperating actively with the Superintendent in providing the best possible educational environment for our district; and

WHEREAS, the Board and the Association recognize and declare as their mutual aim, the objective of keeping the parents of the students informed and advised of the educational opportunities available for their youngsters; and

WHEREAS, the Board recognizes and has certified the Association for purposes of collective negotiations pursuant to the Public Employees' Fair Employment Act, and has assumed the obligation of bargaining with the Association as the exclusive representative of its supervisory and administrative personnel; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

Section 1.1 - The Board recognizes the Association as the exclusive representative, for the purposes of negotiation as set forth herein, of all building Principals, building Assistant Principals, building Administrative Associates and certain district Administrative and Supervisory personnel. Excluded are the Superintendent, Assistant to the Superintendent, and District Business Administrator.

Section 1.2 - To establish its authority for continued representation, the Association shall submit to the Board thirty (30) days prior to the expiration date of this Agreement a list of the active members of the Association.

Section 1.3 - The recognition of the Association shall extend until the termination date of this contract and continue thereafter so long as the Association remains the authorized representative of more than fifty (50%) of the parties in the negotiating unit.

Section 1.4 - Nothing stated or implied in this Agreement shall be construed as requiring any Administrator or member of the Supervisory Staff to be members of the Association as a condition of employment in this district.

Section 1.5 - The Board or its designee reserves the right to meet with any other group or organization or hear its views and requests on negotiated matters covered herein. Whenever possible, the Association will be notified regarding these meetings and its representatives afforded the opportunity of attending.

Section 1.6 - The Association will inform the Board of its contract proposals which require specific budget allocations no later than January 15th.

The Association recognizes that the Superintendent, as the chief executive officer of Valley Stream Central High School District, is the administrator responsible for educational planning, development of curriculum, supervision of personnel, and all other activities as set forth in Board policies, and according to applicable state laws. It is agreed by the Association that prior to formal meetings with the Board, all questions, requests and recommendations concerning matters of negotiations shall be submitted to the Superintendent and discussed with him.

All requests for meetings shall be in writing, shall be dated and shall specify the matters to be negotiated. Such requests will be submitted to the Superintendent and/or his designee.

Section 1.7 - Should any provisions of this Agreement be found contrary to the Public Employees' Fair Employment Act or other State or Federal Law, then such provisions of the Agreement shall be considered void, but the balance of the Agreement shall remain in full force and effect. It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 2 - NEGOTIATING PROCEDURE

Section 2.1 - The negotiating committee for the Board shall be composed of not more than eight people to be selected by the Board of Education and the negotiating committee for the Association shall be composed of not more than eight people selected by the Association. Both parties agree to meet and bargain in good faith and to strive diligently to resolve all issues with due regard to public interest.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - The determination and administration of school policy, every phase of the operation of the management of the schools and the direction of its employees is vested exclusively in the Board. Such rights shall include by way of illustration and not by way of limitation, the following:

- a) To manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the School District.
- b) To continue its rights, policies and practices of hiring of personnel and the right to modify or change same; to assign personnel within the area in which they are licensed; to direct and schedule personnel and to establish, modify or change any work or business or school hours or days.
- c) The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
- d) To adopt rules and regulations.

- e) To determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- f) To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- g) To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

Section 3.2 - Nothing contained herein shall be considered to deny or restrict the Board in the exercise of its legal rights and responsibilities under any laws of the State of New York or county, district or local laws or regulations.

Section 3.3 - The Board shall continue to have the exclusive right to establish, modify or change any condition except those covered by provisions of this Agreement and Appendices.

Section 3.4 - The Board shall determine all methods and means to carry on the operation of the schools in the District.

Section 3.5 - The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed herein whether or not such rights have been exercised by the Board in the past.

Section 3.6 - The terms and conditions contained in this Article 3 are subject to the terms and conditions of this Agreement and its Appendices.

ARTICLE 4 - TERMS OF EMPLOYMENT

Section 4.1 - The school year shall be from July 1 to June 30 of each year. All employees shall be employed for such period of time during the school year as determined by the Board. However, such period shall not be more than eleven (11) months.

Section 4.2 - This contract covers all employees mentioned hereinbefore for their supervisory and/or administrative duties.

Section 4.3 - All employees covered under this contract shall work such hours as are necessary to fulfill their duties and responsibilities, including attendance as reasonably required.

Section 4.4 - In consultation with the Association, the Superintendent of Schools will develop an evaluation process related to administrative performance of each administrator.

Utilizing the evaluation process, the Superintendent will review the performance of each Principal and Administrator on not less than an annual basis.

Without the positive recommendation of the Superintendent for any individual Administrator any negotiated increase for the following year will be withheld, and the individual will receive the same salary as the preceding year. This action is subject to the following provisions:

- a) In the event that the Superintendent of Schools determines that the performance of any individual Administrator may jeopardize the recommendation for salary increase, the Superintendent shall so notify that Administrator by February 1 and shall provide in writing specific reasons and what must be done to remedy the deficiencies.
- b) The individual so warned will have five months in which to remedy the specific deficiencies and thereby avert an "Unsatisfactory" rating.

Section 4.5 - Compensation as set forth in Appendix B is compensation received by members of the bargaining unit.

Section 4.6 - By-laws set forth in Appendix A are included herein and made part of this contract as though fully set forth herein.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 - The grievance procedure for employees covered under this contract shall be as set forth in Appendix C which are included herein and made part of this contract as though fully set forth herein.

ARTICLE 6 - WORK STOPPAGE

Section 6.1 - The Association and the Board subscribe to the principle that differences should be resolved by peaceful and lawful means without interruption to the school program. The parties further recognize that strikes and work stoppages by any employee covered hereunder

are unlawful and contrary to public policy. The Association, therefore, agrees that there shall be no strikes, work stoppages or concerted refusals to perform assigned duties by any employee covered under this contract. The Board, on its part, agrees to make every effort to effect settlement of all issues in the best interests of the students of this district.

ARTICLE 7 - LEGAL LIMITATIONS

Section 7.1 - Should any provisions of this Agreement be found contrary to the Public Employees' Fair Employment Act or other State or Federal Law, then such provisions of this Agreement shall be considered void, but the balance of the Agreement shall remain in full force and effect. It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.1 - This Agreement shall become effective as of July 1, 2001 and will remain in effect until June 30, 2004, or until a new contract is signed by the parties, even though such date may be after June 30, 2004.

Section 8.2 - This Agreement contains all of the agreements and understandings between the parties and may not be changed orally except by an agreement in writing signed by the party or parties against whom enforcement of such change is sought.

IN WITNESS WHEREOF, The undersigned have executed and delivered this Agreement the day and year first above written.

BOARD OF EDUCATION
VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT

By Suzie Clerio
President

By Paul D. Sabati
Superintendent

VALLEY STREAM SECONDARY SCHOOL
ADMINISTRATORS' ASSOCIATION

By Michael Kaplan
President

APPENDIX A

VALLEY STREAM SECONDARY SCHOOL ADMINISTRATORS' ASSOCIATION BY-LAWS BOARD OF EDUCATION VSCHSD

BY-LAWS ESTABLISHING STANDARDS AND CONDITIONS FOR EMPLOYMENT AND SERVICE OF ADMINISTRATORS AND SUPERVISORS IN VALLEY STREAM CENTRAL HIGH SCHOOL DISTRICT, VALLEY STREAM, NEW YORK.
EFFECTIVE _____

Wherever the word Administrator is used same shall mean employees covered under this Agreement.

- (1) These By-Laws supersede any existing By-Laws relating to salary, service, or employment of Administrators and Supervisors.
- (2) Deductions shall be made from salary payments, at the written request of the Administrator and continued each year until terminated in writing and payments made to the appropriate agency for the following:
 - (a) Dues to the recognized negotiating organization.
 - (b) Payments to a teachers' credit union.
 - (c) Investment in a legal tax sheltered annuity plan. A change in an individual's tax sheltered plan may be made only in the months of May and December.
 - (d) Contributions to the New York State Teachers' Retirement System.
 - (e) Repayment of loans to New York State Teachers' Retirement System.
- (3) An administrator shall be permitted sixteen and one-half (16.5) school days' leave with full pay in any one school year for personal illness, religious holy days, death or illness in the immediate family, graduation or required court attendance. Three of these days may be used for personal business with the prior approval of the Superintendent. Absence for personal business not receiving prior approval of the Superintendent, may on its merits be approved by him after the fact.

The Board will add to an Administrator's accumulated leave one (1) day for each day of absence charged to leave resulting from injuries incurred in line of duty and covered by Workers' Compensation. The days added to accumulated leave may be used only for future illness after depletion of accumulated leave, but not for computing leave of absence with pay prior to retirement.

An absence of five (5) consecutive school days on account of personal or family illness shall be substantiated by a doctor's certificate satisfactory to the Board. All unused leave shall be cumulative indefinitely only for the future personal illness of the Administrator or for purposes of computing leave of absence with pay prior to retirement.

Absence for jury duty will be granted with full pay. Such absence is not to be deducted from the leave provisions. Reimbursement received for this period is returnable to the school district at the current rate.

- (4) An Administrator who is stricken with a serious and prolonged illness or injury shall be eligible for extended sick leave under the following conditions:
- (a) The Administrator has been employed, full time, continuously in the School District for seven (7) full years or more, and
 - (b) Prior to the onset of such illness had not used 65% of his personal leave theretofore available to him, and
 - (c) Has expended all of his accumulated leave on account of such illness or injury, and
 - (d) Presents to the Board the certificate of a physician chosen by the Board that such illness or injury has stricken the Administrator and will prevent the Administrator from performing his normal duties for a period of at least thirty (30) calendar days beyond the last day of his accumulated leave, then and in such event, the Administrator shall be granted an extended leave of absence for a period not to exceed twenty (20) additional school days of leave.

- (5) All unused leave shall be cumulative up to 250 days for purposes of a "Leave of Absence with Pay Prior to Retirement". A "Leave of Absence with Pay Prior to Retirement", not to exceed one-half of a school year, at full pay, shall be granted, on application thereof. Such leave may be granted to an Administrator who:
- (a) is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Teachers' Retirement System and
 - (b) has served in the school district from which the Administrator will retire for a period of not less than ten (10) years and
 - (c) will retire on the day immediately following the final day of the leave of absence with pay and
 - (d) duly and timely executes the written application for such leave as prescribed by this Board of Education and
 - (e) duly and timely executes the application for retirement effective on the day following the last day of such leave of absence.

Such leave shall be calculated on the basis of one day of leave for each two days of the first 150 days of accumulated leave and one day of leave for each four days of the next 100 days of such accumulated leave.

Such leave of absence shall begin on July 1st following the conclusion of the school year in which the Administrator declares intent to retire. For Administrators whose employment began prior to 9/1/87, the salary during the leave of absence with pay will be calculated as if the Administrator were continuing in active service for the period of time of the leave. For Administrators whose employment begins on or after 9/1/87, the salary during the leave of absence with pay beginning on July 1 will be calculated on the Administrator's salary as of June 30, the day preceding the beginning of the leave.

The number of days of such leave eligibility shall be calculated by the Superintendent, based upon the Administrator's unused accumulated leave time as provided in this Agreement and in accordance with the prescribed formula set forth in this Agreement.

The amount of pay during such leave of absence shall be calculated on the basis of 20 days of leave to equal 1/10 of the annual basic salary.

Any Administrator who is eligible for a "Leave of Absence with Pay Prior to Retirement", shall have the option, instead of taking such leave, of receiving the pay due under such leave, in a lump sum within thirty (30) days of the effective date of retirement or on January 15 of the year following the date of retirement.

The estate of an Administrator eligible for a "Leave of Absence with Pay Prior to Retirement" who dies shall receive a lump sum payment for accumulated leave as previously calculated. In the event of the death of an Administrator presently employed with at least ten (10) years of service in the Valley Stream district, the designated beneficiary of such Administrator or the estate of such Administrator shall be paid for the unused leave accumulated by said Administrator in accordance with the same formula as calculated for Administrators entitled to receive "Leave of Absence with Pay Prior to Retirement."

- (6) Maternity leaves of absence shall be granted upon medical evidence of pregnancy, as follows:
 - (a) Such leave shall be granted without salary.
 - (b) Administrators on maternity leave are expected to submit written notification of their intention to return or resign. It is required that such notification be submitted to the Superintendent prior to the 15th day of March in the school year preceding the termination of leave.
 - (c) No Administrator will be eligible to return from a maternity leave of absence other than at the beginning of the school year except upon the recommendation of the Superintendent and the approval of the Board of Education.
- (7) The Board of Education, upon request of an Administrator, may grant paid or unpaid leave to said Administrator, under such terms and conditions as it may deem necessary, for reasons of health, educational improvement and/or professional growth.

While the following are cited as examples of purposes of such leave, it is understood that the Board of education is neither limited to said examples nor to any conditions under which this type leave may be granted.

Examples:

- a) Health
- b) Study (part of a year, full year)
- c) Travel (for purpose of studying educational programs and/or systems within the United States or in foreign nations)
- d) Attendance at professional institutes
- e) Teaching

(8) Any Administrator who refuses to take the Oath of Allegiance as required by Section 3002 of the Education Law shall immediately be referred to the Board of Education under the provisions as outlined in the Education Law.

(9) The Board shall pay 90% of health insurance premiums charged by the Empire Health Insurance Plan, for each person covered hereunder, including family coverage where applicable. This payment shall be effective July 1, 1993.

Effective with the signing of the 1993-95 contract, any employee may voluntarily decline health insurance and receive a prorated payment in an amount equal to \$1,250, divided by 12, multiplied by the number of complete months between the date on which the employee's declination became effective and the date on which the employee's reenrollment becomes effective, or date of payment, whichever occurs first, to be paid on the appropriate date pursuant to the following chart:

Effective date of declination	Payment Date
7/1/94 - 6/30/95	6/30/95
Subsequent 7/1 - 6/30	First June 30 following effective date of most recent declination

It is understood that the health insurance plan carrier's rules and regulations may impose a waiting period between the date on which notice of withdrawal from coverage is submitted by the employee and the date on which the withdrawal becomes effective.

Employees who have withdrawn from the health insurance plan shall, upon written request, be reinstated to family or individual coverage, as appropriate, subject to the rules and regulations of the health insurance plan in effect at the time of the reinstatement. The employee so reinstated shall be entitled to receive a prorated payment in an amount equal to \$1,250, divided by 12, multiplied by the number of complete months between the date on which the employee's most recent annual declination became effective and the date of reenrollment. Said payment shall be limited to reinstatement only one time within a twelve (12) month period.

A covered employee shall have the right to choose another plan from plans made available by the Board and such employee shall pay any premium additional to that required to be paid by the Board hereunder, if required by the terms of the plan selected.

- (10) Effective 7/1/95 \$960 per annum shall be paid in equal monthly payments to an insurance company or companies duly hired in the State of New York, or to representatives thereof, or to the Valley Stream Teachers' Welfare Fund as denominated by the Association to cover all members of the bargaining unit who are on the payroll at the time the monthly payments are due and payable. In addition to providing funds to defray a portion of the cost of a dental insurance plan, funds may also pay for other benefits such as but not limited to life, optical, and legal insurance for the covered members of the Association. During the life of this contract, the coverages shall be limited to dental, excess major medical, and optical as existing on 6/30/95.
- (11) In the event an Administrator, as the result of the proper discharge of his/her duties, sustain damage or destruction to clothing or other personal property or the person, and/or all items brought to school for instructional use, and such loss is in excess of \$10.00, the Board shall reimburse such Administrators for the reasonable cost of such loss in an amount not to exceed \$100.00.
- (12)
 - (a) Salaries of those employed for more than ten (10) months shall be payable in 24 equal semi-monthly installments on the 15th day and last teaching day of each month.
 - (b) Salaries of those employed for ten (10) months shall be payable in 20 equal semi-monthly installments on the 15th day and last teaching day of each month except July and August, or at the written option of the individual, the salary shall be payable in 20 semi-monthly installments, the first 19 said installments to be each 1/24 of the annual salary, and the last installment due in June to be in the amount unpaid balance of the salary. Such option shall be irrevocable during the school year for which the option is exercised.
- (13) At time of employment an Administrator shall furnish from a physician of his choice evidence of a physical examination, in accordance with the form required by the Board of Education.

The cost thereof shall be borne by the individual unless the individual shall elect to have such examination made by the school physician, in which event the cost shall be borne by the school district.

The Board of Education will require additional medical examinations as it may deem necessary and nothing in this By-law shall be deemed a waiver of the right of the Board of Education to require such examinations by the school physician or by any physician of the Board's choice.

APPENDIX B

NEGOTIATING ADMINISTRATORS' AND SUPERVISORS SALARIES

effective July 1, 2001

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>
<u>Principals:</u>			
K. Cairo	-	114,000	119,425
S. Lando	124,070	129,746	134,611
J. Pompilio	112,500	117,742	123,307
T. Troisi	112,500	117,742	123,307
 <u>Assistant Principals:</u>			
A. Alston	99,000	108,627	113,850
S. Kreisman	116,330	126,439	131,181
G. Peddle	116,330	126,439	131,181
D. Trizano	104,314	114,403	119,843
 <u>Administrative Associates:</u>			
E. Edwards	114,100	124,016	128,667
M. Kaplan	114,100	124,016	128,667
R. Thornton	114,100	124,016	128,667
J. Trombetta	114,100	124,016	128,667

- Any salary listed above shall be in effect only if the Administrator remains employed in this position in this district during the year noted.

APPENDIX C
GRIEVANCE PROCEDURE

DECLARATION OF POLICY

This "Grievance Procedure" is adopted in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) in order to maintain a harmonious and cooperative relationship between the District and its Administrators and Supervisors. It is hereby declared to be the purpose of this grievance procedure to provide a means for the review and resolution of differences involving Administrators and Supervisors of this District not otherwise reviewable by law under which Administrators and Supervisors may feel free to present grievances, without fear of coercion, interference, restraint, discrimination or reprisal.

DEFINITIONS

1. Administrator or Supervisor shall mean any employee in the bargaining unit.
2. Association shall mean the Valley Stream Secondary School Administrators' Association, the representative of the Supervisors and Administrators in the bargaining unit.
3. Principal shall mean the Principal in charge of the school building in which the employee who has brought the grievance is employed.
4. Designee shall mean a person named by the Superintendent to act in his behalf in a grievance procedure with full authority to render a determination. At no time shall such a designee be a party to the grievance under consideration.

APPLICATION OF STAGES OF PROCEDURES

All persons covered under this agreement, except Principals, and those Supervisors and Administrators assigned to the District Office shall have available the procedures set forth in three (3) stages; Local Stage, District Stage and Board Stage. The others shall commence their grievance procedure with the District Stage and have available as well, the Board Stage, if desired after proceeding in accordance with the District Stage.

DEFINITION OF GRIEVANCE

Grievance shall mean any claimed violation, misinterpretation of inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, provided however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law.

BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. Administrators and Supervisors shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3.
 - a. Administrators and Supervisors shall have the right to be represented at any stage of the procedures by a person or, at most, two persons of his own choice.
 - b. When Administrators and Supervisors are not represented by the Association, the Association shall have the right to be present, and shall receive copies of all written decisions.
4. Necessary hearings shall be called by the Principal and/or his designee.
5. Each party to a grievance shall have access upon written request to all written statements and records pertaining to such case, within five (5) work days.
6. All hearings shall be closed.
7. It shall be the responsibility of the Superintendent of the district to take such steps as may be necessary to give force and effect to these procedures. Each Principal shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him, within the time specified in these procedures.
8. In the event of failure of a Principal to communicate a decision within the specified time limits, the aggrieved party may undertake the next procedural stage unless time to render a decision is extended by consent.
9. In the event that the school year ends before a grievance has been carried to a written determination, it shall be incumbent upon the Principal or Board of Education to make such a written determination after the opening of the next school year and within ten work days of the written request of the aggrieved, provided such request is delivered within 15 days from the opening of school.

PROCEDURES

1. Local Stage

The aggrieved Administrator or Supervisor, either in person or through a representative, shall, within twenty (20) days of the occurrence of the alleged grievance, present his grievance to the Principal, in writing. Such written statement shall set forth the particulars of the grievance and state whether or not an informal hearing with the Principal is requested. Except for good cause shown, upon application to the Superintendent, no grievance shall be entertained unless presented within twenty (20) work days of the occurrence. The decision as to whether or not to extend the twenty (20) day period shall be in the sole discretion of the Superintendent. There shall be no appeal from such decision.

If such is requested in the written statement, the Principal shall schedule a hearing to be held within five (5) days of receipt of the written statement. He shall notify all parties concerned in the case of the time and place when such informal hearing has been scheduled. The parties and representatives at such informal hearing shall be permitted to present oral and written statements supporting their position with relation to the alleged grievance set forth in their initial written statement.

The Principal shall render his written determination within ten (10) days after receipt of the written statement setting forth the alleged grievance or if an informal hearing is held within ten (10) days after the informal hearing.

Within five (5) work days the Administrator or Supervisor who initiated the grievance procedure may, by request in writing, ask the Superintendent to review the determination of the Principal.

2. District Stage

The Superintendent shall have primary jurisdiction in grievances brought by Administrators or Supervisors assigned to the District Office and review jurisdiction in grievances brought by employees entitled to use the Local Stage in this grievance procedure.

Primary Jurisdiction

All procedures applicable to the Local Stage are applicable to persons entitled to use this stage of the grievance procedure except that the Superintendent or his designee is substituted for the Principal.

Review Jurisdiction

Upon receipt of the request for review, the Superintendent, or his designee, shall immediately request the party who brought the grievance and the Principal, to submit written statements to him within five (5) work days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

If such is requested in the written statement submitted at the time the review is requested, the Superintendent or his designee shall notify all parties concerned in the case, of the time and place when an informal hearing may be held where the parties with or without representatives may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five (5) work days after receipt of the written statements pursuant to paragraph (1) of this stage.

The Superintendent or his designee shall render his written determination within ten (10) work days after the hearing or if no hearing has been held within ten (10) work days after receipt of the written statements pursuant to paragraph (1) of this stage.

Within five (5) work days the Administrator or Supervisor who initiated the grievance procedure may, by request in writing, ask the Board of Education to review the determination of the Superintendent.

3. Board Stage

The party making the request for review by the Board of Education shall submit with his request for review the written record of all prior stages. Copies of this record, together with the request for review by the Board of Education shall be served upon the Superintendent simultaneously.

The Board of Education shall meet with the parties in closed session within thirty (30) days after receipt by it of the request for review and the record of all prior stages. All parties to the grievance, including the Principal and Superintendent must be present. Notwithstanding anything to the contrary hereinbefore stated each of the parties may have representation by only the person of his choice. Such person may be an attorney. The Board shall render its decision in writing within thirty (30) days after receipt of the stenographic record of the hearing. The record shall be made available to the parties concerned upon receipt of such record by the Board.